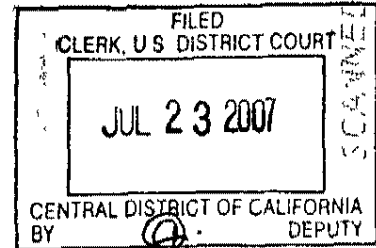


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1 RONALD J. TENPAS
 2 Acting Assistant Attorney General
 3 Environment and Natural Resources Division
 4 U.S. Department Of Justice
 5 ROBERT D. MULLANEY
 6 Trial Attorney
 7 California State Bar No. 116441
 8 Environmental Enforcement Section
 9 U.S. Department of Justice
 10 301 Howard Street, Suite 1050
 11 San Francisco, CA 94105
 12 Tel: (415) 744-6491
 13 Fax: (415) 744-6476
 14 E-mail: Robert.Mullaney@usdoj.gov

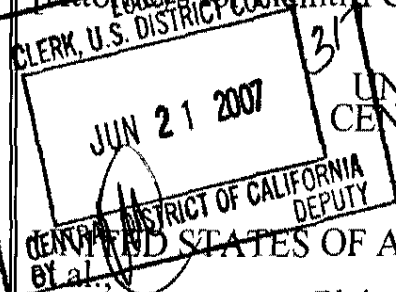


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9 GEORGE S. CARDONA
 10 United States Attorney
 11 Central District of California
 12 Federal Building, Suite 7516
 13 300 North Los Angeles Street
 14 Los Angeles, CA 90012
 15 Tel: (213) 894-2400
 16 Fax: (213) 894-0141

17 Attorneys for Plaintiff United States of America

18 [Attorneys for Plaintiff California DTSC on next page]



19 UNITED STATES DISTRICT COURT
 20 CENTRAL DISTRICT OF CALIFORNIA
 21 WESTERN DIVISION

22 UNITED STATES OF AMERICA,
 23 et al.,

24 Plaintiffs,

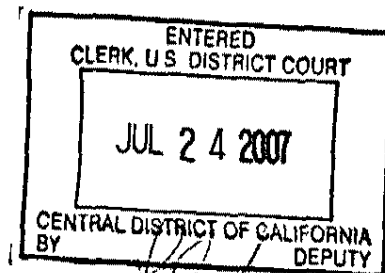
25 v.

26 AZUSA PIPE AND TUBE
 27 BENDING CORP., et al.,

28 Defendants.

Case No. CV-06-0165-CAS(RZx)

CONSENT DECREE



THIS CONSTITUTES NOTICE OF ENTRY
 AS REQUIRED BY FRCP, RULE 77(d).

41

1 EDMUND G. BROWN JR.
Attorney General of the State of California
2 THEODORA BERGER
Senior Assistant Attorney General
3 DONALD A. ROBINSON
Deputy Attorney General
4 ANN RUSHTON (Cal. Bar No. 62597)
Deputy Attorney General
5 California Department of Justice
300 South Spring Street
6 Los Angeles, California 90013
Tel: (213) 897-2608
7 Fax: (213) 897-2802
E-mail: Ann.Rushton@doj.ca.gov

8 Attorneys for Plaintiff California
9 Department of Toxic Substances Control
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11
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TABLE OF CONTENTS

 SCANNED
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I. <u>BACKGROUND</u>	1
II. <u>JURISDICTION</u>	2
III. <u>PARTIES BOUND</u>	3
IV. <u>DEFINITIONS</u>	3
V. <u>STATEMENT OF PURPOSE</u>	6
VI. <u>PAYMENTS BY SETTLING DEFENDANTS AND SETTLING FEDERAL AGENCIES</u>	7
VII. <u>FAILURE TO COMPLY WITH CONSENT DECREE REQUIREMENTS</u>	10
VIII. <u>COVENANTS BY PLAINTIFFS</u>	13
IX. <u>PLAINTIFFS' RESERVATION OF RIGHTS</u>	15
X. <u>COVENANTS NOT TO SUE BY SETTLING DEFENDANTS</u>	18
XI. <u>SETTLING DEFENDANTS' RESERVATION OF RIGHTS</u>	19
XII. <u>EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION</u>	20
XIII. <u>ACCESS</u>	21
XIV. <u>ACCESS TO INFORMATION</u>	22
XV. <u>RETENTION OF RECORDS; CERTIFICATION</u>	24
XVI. <u>NOTICES AND SUBMISSIONS</u>	25
XVII. <u>EFFECTIVE DATE</u>	27
XVIII. <u>RETENTION OF JURISDICTION</u>	27
XIX. <u>INTEGRATION/APPENDICES</u>	27
XX. <u>LODGING AND OPPORTUNITY FOR PUBLIC COMMENT</u>	28
XXI. <u>SIGNATORIES/SERVICE</u>	28
XXII. <u>FINAL JUDGMENT</u>	29

I. BACKGROUND

A. The United States of America ("United States"), on behalf of the Administrator of the United States Environmental Protection Agency ("EPA"), and the California Department of Toxic Substances Control ("DTSC") filed an amended joint complaint (the "complaint") in this matter pursuant to Sections 106 and 107 of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA"), 42 U.S.C. §§ 9606, 9607, and Section 7003 of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. § 6973, against Azusa Pipe and Tube Bending Corp., Frederick G. Tressel, Ronald F. Tressel, and Frederick G. Tressel and Violet M. Tressel, in their representative capacity as Trustees of the Tressel Family Trust ("Settling Defendants").

B. The United States and DTSC in their complaint seek, inter alia: (1) reimbursement from Settling Defendants of costs incurred by EPA, the United States Department of Justice, and DTSC for response actions at the Baldwin Park Operable Unit (Area 2) of the San Gabriel Valley Superfund Sites, Areas 1-4, in Los Angeles County, California (the "BPOU Area"), together with accrued interest; and (2) performance of studies and response work by Settling Defendants at the BPOU Area consistent with the National Contingency Plan, 40 C.F.R. Part 300 (as amended) ("NCP"). DTSC also asserts a claim that the Settling Federal Agencies are liable to DTSC under Section 107 of CERCLA, 42 U.S.C. § 9607, for DTSC Response Costs.

C. The United States has requested and reviewed Financial Information from the "Settling Defendants" to determine whether each of the Settling Defendants is financially able to pay response costs incurred and to be incurred at the BPOU Area. Based upon this Financial Information, the United States has determined that the Settling Defendants are able to pay no more than the amounts specified in Section VI (Payments by Settling Defendants and Settling Federal Agencies) of this Decree.

1 D. The Settling Defendants who have entered into this Consent Decree do
 2 not admit, and specifically deny: (i) any liability to Plaintiffs arising out of the
 3 transactions or occurrences alleged in the complaint; and (ii) that the release or
 4 threatened release of hazardous substance(s) at or from the BPOU Area constitutes
 5 an imminent or substantial endangerment to the public health or welfare or the
 6 environment. The Settling Federal Agencies do not admit any liability arising out
 7 of the transactions or occurrences alleged in the complaint or in any claim or
 8 counterclaim asserted, or which could be asserted, by DTSC or Settling
 9 Defendants.

10 E. The work required to implement the Record of Decision ("ROD") for the
 11 BPOU Area, as supplemented by the Explanation of Significant Differences
 12 ("ESD"), is being performed by other parties pursuant to EPA's June 30, 2000
 13 Unilateral Administrative Order No. 2000-13 (as amended) issued under Section
 14 106 of CERCLA, 42 U.S.C. § 9606, and Section 7003 of RCRA, 42 U.S.C. § 6973
 15 ("EPA's Order"), relating to the BPOU Area.

16 F. The United States, DTSC, and Settling Defendants agree, and the Court
 17 by entering this Consent Decree finds, that this Consent Decree has been
 18 negotiated by the Parties in good faith, that settlement of this matter will avoid
 19 prolonged and complicated litigation between the Parties, and that this Consent
 20 Decree is fair, reasonable, and in the public interest.

21 NOW, THEREFORE, with the consent of the Parties to this Decree, it
 22 is hereby ORDERED, ADJUDGED, AND DECREED:

23 II. JURISDICTION

24 1. This Court has jurisdiction over the subject matter of this action
 25 pursuant to 28 U.S.C. §§ 1331 and 1345, and 42 U.S.C. §§ 6973(a), 9606, 9607,
 26 and 9613(b). This Court also has personal jurisdiction over the Settling
 27 Defendants. Venue is proper in this District pursuant to 42 U.S.C. § 9613(b) and
 28 28 U.S.C. § 1391(b) and (c). Settling Defendants consent to and shall not

1 challenge the terms of this Consent Decree or this Court's jurisdiction to enter and
2 enforce this Consent Decree.

3 III. PARTIES BOUND

4 2. This Consent Decree applies to and is binding upon the following
5 parties: the United States, DTSC, and Settling Defendants and their respective
6 successors and assigns. Any change in ownership or corporate status of a Settling
7 Defendant including, but not limited to, any transfer of assets or real or personal
8 property, shall in no way alter that Settling Defendant's responsibilities under this
9 Consent Decree.

10 IV. DEFINITIONS

11 3. Unless otherwise expressly provided herein, terms used in this
12 Consent Decree that are defined in CERCLA, RCRA, or in regulations
13 promulgated under CERCLA or RCRA shall have the meaning assigned to them in
14 CERCLA or RCRA or in such regulations. Whenever terms listed below are used
15 in this Consent Decree or in the appendices attached hereto and incorporated
16 hereunder, the following definitions shall apply:

17 "BPOU Area" shall mean the Baldwin Park Operable Unit (Area 2) of the
18 San Gabriel Valley Superfund Sites, Areas 1-4, in and near the cities of Azusa,
19 Irwindale, and Baldwin Park, in Los Angeles County, California, and depicted
20 generally on the map attached as Appendix A.

21 "CERCLA" shall mean the Comprehensive Environmental Response,
22 Compensation, and Liability Act of 1980, as amended, 42 U.S.C. § 9601 et seq.

23 "Certification of Completion" shall mean EPA's written determination that
24 the Remedial Action has been performed and that the performance standards have
25 been achieved.

26 "Consent Decree" or "Decree" shall mean this Decree and all appendices
27 attached hereto (listed in Section XIX). In the event of conflict between this
28 Decree and any appendix, this Decree shall control.

1 "Day" shall mean a calendar day unless expressly stated to be a working
2 day. "Working day" shall mean a day other than a Saturday, Sunday, or federal
3 holiday. In computing any period of time under this Consent Decree, where the
4 last day would fall on a Saturday, Sunday, or federal holiday, the period shall run
5 until the close of business of the next working day.

6 "DOJ" shall mean the United States Department of Justice and any
7 successor departments, agencies, or instrumentalities of the United States.

8 "DTSC" shall mean the California Department of Toxic Substances Control
9 and any predecessor or successor departments or agencies of DTSC.

10 "DTSC Response Costs" shall mean: (i) all costs, including, but not limited
11 to, direct and indirect costs that DTSC has incurred at or in connection with the
12 BPOU Area prior to the entry of this Consent Decree, and (ii) all future costs
13 (including, but not limited to, direct and indirect costs) related to the
14 implementation or oversight of the Work that DTSC will incur at or in connection
15 with the BPOU Area.

16 "EPA" shall mean the United States Environmental Protection Agency and
17 any successor departments, agencies, or instrumentalities of the United States.

18 "EPA Hazardous Substance Superfund" shall mean the Hazardous
19 Substance Superfund established by the Internal Revenue Code, 26 U.S.C. § 9507.

20 "Explanation of Significant Differences" or "ESD" shall mean the
21 Explanation of Significant Differences relating to the BPOU Area issued by EPA
22 in May 1999. The ESD is attached as Appendix D.

23 "Financial Information" shall mean those financial documents identified in
24 Appendix B.

25 "Interest" shall mean interest at the rate specified for interest on investments
26 of the EPA Hazardous Substance Superfund established by 26 U.S.C. § 9507,
27 compounded annually on October 1 of each year, in accordance with 42 U.S.C.
28 § 9607(a). The applicable rate of interest shall be the rate in effect at the time the

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1 interest accrues. The rate of interest is subject to change on October 1 of each
2 year.

3 "Paragraph" shall mean a portion of this Consent Decree identified by an
4 Arabic numeral or an upper case letter.

5 "Parties" shall mean the United States, DTSC, and Settling Defendants.

6 "Plaintiffs" shall mean the United States and DTSC.

7 "RCRA" shall mean the Solid Waste Disposal Act, as amended, 42 U.S.C.
8 § 6901 et seq. (also known as the Resource Conservation and Recovery Act).

9 "ROD" shall mean the EPA Record of Decision and all attachments thereto
10 relating to the interim remedy for the BPOU Area, which was signed by the
11 delegate of the Regional Administrator, EPA Region 9, on March 31, 1994. The
12 ROD is attached as Appendix C.

13 "Remedial Action" shall mean those activities, except for Operation and
14 Maintenance, undertaken to implement the ROD, as supplemented by the ESD.

15 "Response Costs" shall mean: (i) all past costs, including, but not limited
16 to, direct and indirect costs, that the United States has incurred at or in connection
17 with the BPOU Area prior to the entry of this Consent Decree, and (ii) all future
18 costs (including, but not limited to, direct and indirect costs) related to the
19 implementation or oversight of the Work that the United States will incur at or in
20 connection with the BPOU Area.

21 "Section" shall mean a portion of this Consent Decree identified by a
22 Roman numeral.

23 "Settling Defendants" shall mean Azusa Pipe and Tube Bending Corp.
24 ("Azusa Pipe"), Frederick G. Tressel, Ronald F. Tressel, and Frederick G. Tressel
25 and Violet M. Tressel, in their representative capacity as Trustees of the Tressel
26 Family Trust. For purposes of Paragraphs 18, 24, 27, and 33, Settling Defendants
27 shall also mean: (i) any shareholder, officer, director, or employee, acting in their
28 capacities as such, of Azusa Pipe, but only to the extent that any such person or

entity within category (i) above has no independent liability for the BPOU Area other than the liability derived from that person's or entity's relationship to, or affiliation with, Azusa Pipe, as specified.

"Settling Federal Agencies" shall mean those departments, agencies, and instrumentalities of the United States identified in Appendix E, which are resolving claims that have been or could be asserted against them with regard to Response Costs and DTSC Response Costs as provided in this Consent Decree.

"Site" shall mean the San Gabriel Valley Superfund Sites, Areas 1-4, in Los Angeles County, California.

"United States" shall mean the United States of America, including its departments, agencies, and instrumentalities, which includes without limitation EPA and the Settling Federal Agencies.

"Work" shall mean all activities required to be performed to implement the ROD, as supplemented by the ESD, or to oversee the implementation of the ROD, as supplemented by the ESD, at or in connection with the BPOU Area.

V. STATEMENT OF PURPOSE

4. By entering into this Consent Decree, the mutual objectives of the Parties, as more precisely described in the terms of this Consent Decree, are:

a. To reach a settlement among the Parties with respect to the BPOU Area that allows Settling Defendants to make a cash payment to resolve any claims for civil or administrative liability under Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606, 9607, RCRA Section 7003, 42 U.S.C. § 6973, and Cal. Health & Safety Code §§ 25355.5 and 25360, for interim response actions and for response costs related to interim response actions incurred and to be incurred at or in connection with the BPOU Area, as provided in Section VIII (Covenants by Plaintiffs) and Section IX (Plaintiffs' Reservation of Rights) of this Decree;

b. To reach a settlement among the Parties with respect to the BPOU Area that allows the Settling Federal Agencies to make a cash payment to resolve any

1 claims for civil or administrative liability under Section 107 of CERCLA, 42
 2 U.S.C. § 9607, for Response Costs and DTSC Response Costs, as provided in
 3 Section VIII (Covenants by Plaintiffs) and Section IX (Plaintiffs' Reservation of
 4 Rights) of this Decree.

5 c. To resolve any claims of Settling Defendants that could have been
 6 asserted against the United States and DTSC with regard to the BPOU Area as
 7 provided in Section X (Covenants Not to Sue by Settling Defendants) of this
 8 Decree;

9 d. To simplify the remaining administrative and judicial enforcement
 10 activities concerning the BPOU Area by resolving the United States' and DTSC's
 11 claims against Settling Defendants for interim response actions and for response
 12 costs related to interim response actions incurred and to be incurred at or in
 13 connection with the BPOU Area, as provided in Section VIII (Covenants by
 14 Plaintiffs) and Section IX (Plaintiffs' Reservation of Rights) of this Decree; and

15 e. To provide for contribution protection for Settling Defendants and
 16 Settling Federal Agencies with respect to matters addressed in this Consent Decree
 17 pursuant to Section 113(f)(2) of CERCLA, 42 U.S.C. § 9613(f)(2).

18
 19 VI. PAYMENTS BY SETTLING DEFENDANTS AND SETTLING
FEDERAL AGENCIES

20 5. By December 18, 2006, Settling Defendants shall deposit \$1,100,000
 21 into an escrow account, bearing interest on commercially reasonable terms, in a
 22 federally-chartered bank (the "Escrow Account"). If the Consent Decree is not
 23 entered by the Court, and the time for any appeal of that decision has run or if the
 24 Court's denial of entry is upheld on appeal, the monies placed in escrow, together
 25 with accrued interest thereon, shall be returned to Settling Defendants. If the
 26 Consent Decree is entered by the Court, Settling Defendants shall, within 15 days
 27 thereof, cause the monies in the Escrow Account to be paid to EPA and DTSC in
 28 accordance with Paragraphs 6, 7, 9, and 10 below.

6. Of the total amount to be paid pursuant to Paragraph 5, Settling Defendants shall pay \$1,025,000 plus accrued interest thereon to the United States. Payment shall be made by FedWire Electronic Funds Transfer ("EFT") to the U.S. Department of Justice account in accordance with current EFT procedures, referencing DOJ Case Number 90-11-2-354/22. Of this total amount, \$43,016 shall reference EPA Region and Site Spill Number 09G3, \$585,165 shall reference EPA Region and Site Spill Number 09G4, \$14,560 shall reference EPA Region and Site Spill Number 09PD, and the balance of the amount (\$382,259 and any accumulated interest) shall reference EPA Region and Site Spill Number 09M4. Payment shall be made in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Central District of California following lodging of the Consent Decree.

7. At the time of payment, Settling Defendants shall send a letter confirming the date and reference number of the FedWire EFT to the United States, EPA, and the Regional Financial Management Officer as provided in Section XVI (Notices and Submissions) of this Decree.

8. The total amount to be paid pursuant to Paragraph 6 of this Consent Decree shall be deposited in the Site 09M5 San Gabriel Valley/Baldwin Park Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the BPOU Area, or to be transferred by EPA to the EPA Hazardous Substance Superfund.

9. Of the total amount to be paid pursuant to Paragraph 5, Settling Defendants shall pay \$75,000 plus accrued interest thereon to DTSC in the form of a certified check or checks made payable to Cashier, California Department of Toxic Substances Control, and bearing on its face the docket number of this proceeding.

10. Settling Defendants shall send their certified check or checks, along

with a transmittal letter referencing the Baldwin Park Operable Unit, San Gabriel Valley Superfund Sites, Project Nos. 300133, 300345, 300349, and 300350, to:

Department of Toxic Substances Control
Accounting/Cashier
1001 I Street, 21st Floor
P.O. Box 806
Sacramento, CA 95812-0806

A copy of the transmittal letter shall be sent to DTSC as provided in Section XVI (Notices and Submissions) of this Decree.

11. As soon as reasonably practicable after the effective date of this Consent Decree, and consistent with Paragraph 11.b., the United States, on behalf of the Settling Federal Agencies, shall:

a. Pay \$490,000 to the U.S. Department of Justice account in accordance with instructions provided to Settling Defendants by the Financial Litigation Unit of the U.S. Attorney's Office in the Central District of California following lodging of the Consent Decree. The total amount to be paid by the Settling Federal Agencies shall be deposited into the Site 09M5 San Gabriel Valley/Baldwin Park Special Account within the EPA Hazardous Substance Superfund to be retained and used to conduct or finance response actions at or in connection with the BPOU Area, or to be transferred by EPA to the EPA Hazardous Substance Superfund. At the time of payment, the Settling Federal Agencies shall send a letter confirming the date and reference number of the payment to the United States, EPA, and the Regional Financial Management Officer as provided in Section XVI (Notices and Submissions) of this Decree, and shall reference DOJ Case Number 90-11-2-354/22 and EPA Region and Site Spill Number 09M4.

b. If the payment to EPA required by Paragraph 11.a. is not made as soon as reasonably practicable, the appropriate EPA Regional Branch Chief may raise any issues relating to payment to the appropriate DOJ Assistant Chief for the Environmental Defense Section. In any event, if this payment is not made within

1 120 days after the date of entry of this Consent Decree, EPA and DOJ have agreed
 2 to resolve the issue within 30 days in accordance with a letter agreement dated
 3 December 28, 1998.

4 c. Pay to DTSC \$105,000 in reimbursement of DTSC Response Costs in
 5 accordance with instructions for electronic funds transfer provided by DTSC.

6 d. At the time of payment, the United States shall send a letter
 7 confirming the date and reference number of the electronic funds transfer and
 8 referencing the Baldwin Park Operable Unit, San Gabriel Valley Superfund Sites,
 9 Project Nos. 300133, 300345, 300349, and 300350, to DTSC as provided in
 10 Section XVI (Notices and Submissions) of this Decree, and to:

11 Department of Toxic Substances Control
 12 Accounting/Cashier
 1001 I Street, 21st Floor
 13 P.O. Box 806
 Sacramento, CA 95812-0806

14 12. The Parties to this Consent Decree recognize and acknowledge that
 15 the payment obligations of the Settling Federal Agencies under this Consent
 16 Decree can only be paid from appropriated funds legally available for such
 17 purpose. Nothing in this Consent Decree shall be interpreted or construed as a
 18 commitment or requirement that any Settling Federal Agency obligate or pay
 19 funds in contravention of the Anti-Deficiency Act, 31 U.S.C. § 1341, or any other
 20 applicable provision of law.

21 VII. FAILURE TO COMPLY WITH CONSENT DECREE REQUIREMENTS

22 13. Interest on Late Payments. If Settling Defendants fail to make any
 23 payment under Paragraph 5 by the required due date, Interest shall continue to
 24 accrue on the unpaid balance through the date of payment. Settling Defendants
 25 shall make all payments required by this Paragraph in the manner described in
 26 Paragraphs 6, 7, 9, and 10 unless otherwise directed in writing by EPA or DTSC.

27 14. Stipulated Penalty.

28 a. In addition to the Interest required by Paragraph 13 (Interest on Late

1 Payments), if Settling Defendants fail to remit the payment required by Paragraph
 2 5 when due, then Settling Defendants also shall pay stipulated penalties to the
 3 United States of \$2,500 per day for each day that the payment is late.

4 b. Stipulated penalties are due and payable to the United States within 30
 5 days of the date of the demand for payment of the penalties by the United States.

6 All payments to the United States under this Paragraph shall be identified as
 7 "stipulated penalties" and shall be made by certified or cashier's check made
 8 payable to "EPA Hazardous Substance Superfund." The check, or a letter
 9 accompanying the check, shall reference the name and address of the party making
 10 payment, the Site name, EPA Region and Site Spill Number 0927, and DOJ Case
 11 Number 90-11-2-354/22, and shall be sent to: EPA - Cincinnati Accounting
 12 Operations, Attn: Region 9 Receivables, P.O. Box 371099M, Pittsburgh, PA
 13 15251.

14 c. In addition to the Interest required by Paragraph 13 (Interest on Late
 15 Payments), if Settling Defendant fails to remit the payment required by Paragraph
 16 5 when due, then Settling Defendant also shall pay stipulated penalties to DTSC of
 17 \$500 per day for each day that the payment is late.

18 d. Stipulated penalties are due and payable to DTSC within 30 days of the
 19 date of the demand for payment of the penalties by DTSC. All payments to DTSC
 20 under this Paragraph shall be identified as "stipulated penalties" and shall be made
 21 by certified or cashier's check made payable to "Cashier, California Department of
 22 Toxic Substances Control." The check, or a letter accompanying the check, shall
 23 reference the name and address of the party making payment and the Site name,
 24 and shall be sent to:

25 Department of Toxic Substances Control
 26 Accounting/Cashier
 27 1001 I Street, 21st Floor
 28 P.O. Box 806
 Sacramento, CA 95812-0806

e. At the time of payment of any stipulated penalties to the United States,

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1 Settling Defendants shall send copies of check(s), and any accompanying
2 transmittal letter(s), to the United States, EPA, and the Regional Financial
3 Management Officer as provided in Section XVI (Notices and Submissions) of this
4 Consent Decree. At the time of payment of any stipulated penalties to DTSC,
5 Settling Defendants shall send copies of check(s), and any accompanying
6 transmittal letter(s), to DTSC as provided in Section XVI (Notices and
7 Submissions) of this Consent Decree.

8 f. Penalties shall accrue as provided in this Paragraph regardless of whether
9 EPA or DTSC has notified Settling Defendants of the violation or made a demand
10 for payment, but need only be paid upon demand. All penalties shall begin to
11 accrue on the day after payment is due and shall continue to accrue through the
12 date of payment. Nothing herein shall prevent the simultaneous accrual of separate
13 penalties for separate violations of this Consent Decree.

14 15. If the United States or DTSC brings an action to enforce this Consent
15 Decree, Settling Defendants shall reimburse the Plaintiff(s) bringing the action for
16 all costs of such action, including, but not limited to, costs of attorney time.

17 16. Payments made under this Section shall be in addition to any other
18 remedies or sanctions available to Plaintiffs by virtue of Settling Defendants'
19 failure to comply with the requirements of this Consent Decree.

20 17. Notwithstanding any other provision of this Section, the United States
21 may, in its unreviewable discretion, waive payment of any portion of the stipulated
22 penalties that have accrued to the United States pursuant to this Consent Decree.
23 Notwithstanding any other provision of this Section, DTSC may, in its
24 unreviewable discretion, waive payment of any portion of the stipulated penalties
25 that have accrued to DTSC pursuant to this Consent Decree. Payment of stipulated
26 penalties shall not excuse Settling Defendants from the payment obligation as
27 required by Section VI or from performance of any other requirements of this
28 Consent Decree..

VIII. COVENANTS BY PLAINTIFFS

18. Covenant Not to Sue Settling Defendants by United States and DTSC.

In consideration of the payment that will be made by Settling Defendants under the terms of this Consent Decree, and except as otherwise specifically provided in Section IX (Plaintiffs' Reservation of Rights), the United States covenants not to sue or to take administrative action against Settling Defendants pursuant to Sections 106 and 107 of CERCLA, 42 U.S.C. §§ 9606, 9607, and Section 7003 of RCRA, 42 U.S.C. § 6973, for performance of the Work and for recovery of Response Costs. In consideration of the payment that will be made by Settling Defendants under the terms of this Consent Decree, and except as otherwise specifically provided in Section IX (Plaintiffs' Reservation of Rights), DTSC covenants not to sue or to take administrative action against Settling Defendants pursuant to Section 107 of CERCLA, 42 U.S.C. § 9607, or Cal. Health & Safety Code §§ 25355.5 and 25360 for recovery of DTSC Response Costs. These covenants not to sue shall take effect upon the receipt by EPA and DTSC of all payments required by Paragraphs 5 through 10 of Section VI (Payment by Settling Defendants and Settling Federal Agencies) and any amount due under Section VII (Failure to Comply with Consent Decree Requirements). These covenants not to sue accorded to Settling Defendants are conditioned upon satisfactory performance by Settling Defendants of their obligations under this Consent Decree. With respect to each Settling Defendant, these covenants not to sue are also conditioned upon the veracity and completeness of the Financial Information provided to EPA by such Settling Defendant. If the Financial Information of any Settling Defendant is subsequently determined by EPA or DTSC to be false or, in any material respect, inaccurate, such Settling Defendant shall forfeit all payments made pursuant to this Consent Decree and these covenants not to sue and the contribution protection in Section XII (Effect of Settlement; Contribution Protection) shall be null and void as to that Settling Defendant. Such forfeiture shall not constitute liquidated

1 damages and shall not in any way foreclose the United States' or DTSC's right to
2 pursue any other causes of action arising from such Settling Defendant's false or
3 materially inaccurate information. These covenants not to sue extend only to
4 Settling Defendants and do not extend to any other person.

5 19. Covenant for Settling Federal Agencies by EPA. In consideration of
6 the payments that will be made by the United States, on behalf of the Settling
7 Federal Agencies, and except as specifically provided in Section IX (Plaintiffs'
8 Reservation of Rights), EPA covenants not to take administrative action against the
9 Settling Federal Agencies pursuant to Section 107(a) of CERCLA, 42 U.S.C.
10 § 9607(a), to recover Response Costs. This covenant shall take effect upon receipt
11 by EPA of all payments required by Paragraph 11 of Section VI (Payments by
12 Settling Defendants and Settling Federal Agencies). This covenant is conditioned
13 upon the satisfactory performance by the Settling Federal Agencies of their
14 obligations under this Consent Decree. This covenant extends only to the Settling
15 Federal Agencies and does not extend to any other person.

16 20. Covenant Not to Sue Settling Federal Agencies by DTSC. In
17 consideration of the payments that will be made by the United States, on behalf of
18 the Settling Federal Agencies, and except as specifically provided in Section IX
19 (Plaintiffs' Reservation of Rights), DTSC covenants not to sue or take
20 administrative action against the Settling Federal Agencies pursuant to Section
21 107(a) of CERCLA, 42 U.S.C. § 9607(a), to recover DTSC Response Costs. This
22 covenant shall take effect upon receipt by DTSC of all payments required by
23 Paragraph 11 of Section VI (Payments by Settling Defendants and Settling Federal
24 Agencies). This covenant is conditioned upon the satisfactory performance by the
25 Settling Federal Agencies of their obligations under this Consent Decree. This
26 covenant extends only to the Settling Federal Agencies and does not extend to any
27 other person.

IX. PLAINTIFFS' RESERVATION OF RIGHTS

21. Pre-certification Reservations. EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agencies: (1) to perform response actions relating to the BPOU Area or (2) to reimburse the United States for additional costs of response if, prior to Certification of Completion of the Remedial Action:

(i) conditions at the BPOU Area, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part, and EPA determines that these previously unknown conditions or information together with any other relevant information indicates that the Remedial Action is not protective of human health or the environment. If EPA makes such a determination, DTSC reserves, and this Consent Decree is without prejudice to, the right to institute proceedings in this action or in a new action, or to issue an administrative order seeking to compel Settling Federal Agencies to reimburse DTSC for additional costs of response.

22. Post-certification Reservations. EPA reserves the right to issue an administrative order seeking to compel the Settling Federal Agencies: (1) to perform response actions relating to the BPOU Area or (2) to reimburse the United States for additional costs of response if, subsequent to Certification of Completion of the Remedial Action:

(i) conditions at the BPOU Area, previously unknown to EPA, are discovered, or

(ii) information, previously unknown to EPA, is received, in whole or in part, and EPA determines that these previously unknown conditions or this information together with other relevant information indicate that the Remedial Action is not protective of human health or the environment. If EPA makes such a determination, DTSC reserves, and this Consent Decree is without prejudice to, the

SCANNED

1 right to institute proceedings in this action or in a new action, or to issue an
2 administrative order seeking to compel Settling Federal Agencies to reimburse
3 DTSC for additional costs of response.

4 23. For purposes of Paragraph 21, the information and the conditions
5 known to EPA shall include only that information and those conditions known to
6 EPA as of May 31, 1999, the date of the ESD supplementing the ROD, and set
7 forth in the ROD, the ESD, and the administrative record supporting the ROD and
8 the ESD. For purposes of Paragraph 22, the information and the conditions known
9 to EPA shall include only that information and those conditions known to EPA as
10 of the date of Certification of Completion of the Remedial Action, and set forth in
11 the ROD, the ESD, the administrative record supporting the ROD and the ESD, and
12 the post-ROD administrative record.

13 24. General Reservation of Rights. The covenants set forth in Paragraphs
14 18 - 20 do not pertain to any matters other than those expressly specified therein.
15 The United States and DTSC reserve, and this Consent Decree is without prejudice
16 to, all rights of the United States and DTSC against Settling Defendants, and EPA,
17 DTSC, and the federal natural resource trustees reserve, and this Consent Decree is
18 without prejudice to, all rights against the Settling Federal Agencies, with respect
19 to all other matters including, but not limited to, the following:

20 (1) claims based on a failure by Settling Defendants or Settling Federal
21 Agencies to meet a requirement of this Consent Decree;

22 (2) liability arising from the past, present, or future disposal, release, or
23 threat of release of hazardous substances, pollutants, contaminants, or solid wastes
24 outside of the BPOU Area;

25 (3) liability based upon Settling Defendants' transportation, treatment,
26 storage, or disposal, or the arrangement for the transportation, treatment, storage, or
27 disposal of hazardous substances, pollutants, contaminants, or solid wastes at or in
28 connection with the BPOU Area after signature of this Consent Decree by the

1 Settling Defendants;

2 (4) liability based upon Settling Federal Agencies' transportation, treatment,
3 storage, or disposal, or the arrangement for the transportation, treatment, storage, or
4 disposal of hazardous substances, pollutants, contaminants, or solid wastes at or in
5 connection with the BPOU Area after signature of this Consent Decree by the
6 Settling Federal Agencies;

7 (5) liability for damages for injury to, destruction of, or loss of natural
8 resources, and for the costs of any natural resource damage assessments;

9 (6) criminal liability;

10 (7) liability for response costs and response actions at additional operable
11 units at the Site, or a final response action, including, but not limited to, the final
12 Record of Decision for the BPOU Area;

13 (8) liability for injunctive relief or administrative order enforcement under
14 Section 106 of CERCLA, 42 U.S.C. § 9606, for response actions that are not within
15 the BPOU Area; and

16 (9) liability for costs incurred or to be incurred that are not within the
17 definition of Response Costs or DTSC Response Costs.

18 In addition, EPA reserves, and this Consent Decree is without prejudice to, all
19 rights against the Settling Federal Agencies with respect to any administrative
20 order enforcement under Section 106 of CERCLA, 42 U.S.C. § 9606.

21 25. Notwithstanding any other provision of this Consent Decree, the
22 United States and DTSC retain all authority and reserve all rights, and this Consent
23 Decree is without prejudice to, the right to reinstitute or reopen this action, or to
24 commence a new action seeking relief other than as provided in this Consent
25 Decree from a Settling Defendant, if the Financial Information provided, or the
26 financial certification made in Paragraph 45.b., by such Settling Defendant is false
27 or, in a material respect, inaccurate.

28 26. Notwithstanding any other provision of this Consent Decree, the

1 United States and DTSC retain all authority and reserve all rights to take any and
2 all response actions authorized by law.

3 **X. COVENANTS NOT TO SUE BY SETTLING DEFENDANTS**

4 27. Settling Defendants hereby covenant not to sue and agree not to assert
5 any claims or causes of action against the United States or DTSC, or their
6 contractors or employees, with respect to the BPOU Area or this Consent Decree,
7 including, but not limited to:

8 a. any direct or indirect claim for reimbursement from the Hazardous
9 Substance Superfund (established pursuant to the Internal Revenue Code, 26
10 U.S.C. § 9507) based on CERCLA Sections 106(b)(2), 107, 111, 112, or 113, 42
11 U.S.C. §§ 9606(b)(2), 9607, 9611, 9612, or 9613, or any other provision of law;

12 b. any claims arising out of response actions at or in connection with the
13 BPOU Area, including any claims under the United States Constitution, the
14 California Constitution, the Tucker Act, 42 U.S.C. § 1491, the Equal Access to
15 Justice Act, 28 U.S.C. § 2412, as amended, or at common law;

16 c. any claims against the United States, including any department, agency,
17 or instrumentality of the United States, under CERCLA Sections 107 or 113 related
18 to the BPOU Area;

19 d. any claims against the State of California, including any department,
20 agency, or instrumentality of the State of California, under CERCLA Sections 107
21 or 113 related to the BPOU Area; and

22 e. any claims against the United States or DTSC arising out of response
23 activities at the BPOU Area, including claims based on EPA's and DTSC's
24 selection of response actions, oversight of response activities or approval of plans
25 for such activities.

26 28. Except as provided in Paragraph 30 (Waiver of Claims) and Paragraph
27 37 (Waiver of Claim-Splitting Defenses), these covenants not to sue shall not apply
28 to Settling Defendants in the event the United States or DTSC brings a cause of

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1 action or issues an order against Settling Defendants pursuant to the reservations
2 set forth in Paragraph 24, but only to the extent that Settling Defendants' claims
3 arise from the same response action or response costs that the United States or
4 DTSC is seeking against the Settling Defendants pursuant to the applicable
5 reservation.

6 29. Nothing in this Consent Decree shall be deemed to constitute approval
7 or preauthorization of a claim within the meaning of Section 111 of CERCLA, 42
8 U.S.C. § 9611, or 40 C.F.R. § 300.700(d).

9 30. Settling Defendants hereby agree not to assert any CERCLA claims or
10 causes of action that they may have for all matters relating to the BPOU Area,
11 including for contribution, against any person other than Settling Defendants'
12 insurance carriers and potentially responsible parties who have received in the past
13 or receive in the future special notice from EPA in connection with the BPOU Area
14 and who are not signatories to this Consent Decree or another Consent Decree in
15 connection with the BPOU Area, for damages or costs of any kind relating to
16 response actions and costs incurred at the BPOU Area, including without
17 limitation, claims under Sections 107 and 113 of CERCLA, 42 U.S.C. §§ 9607 and
18 9613, common law claims of negligence, contribution, equitable indemnity and
19 restitution, and claims under any other federal, state or local statutory or common
20 law. This waiver shall not apply with respect to any defense, claim, or cause of
21 action that Settling Defendants may have against any person if such person asserts
22 a claim or cause of action relating to the BPOU Area against Settling Defendants.

23 XI. SETTLING DEFENDANTS' RESERVATION OF RIGHTS

24 31. With the exception of the defenses or claims covered by Paragraph 37
25 below (Waiver of Claim-Splitting Defenses), Settling Defendants reserve their
26 rights to raise any and all defenses or claims in any future proceeding brought by
27 the United States or DTSC pursuant to the reservations set forth in Paragraph 24 to
28 the extent that Settling Defendants' defenses or claims arise from the same

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1 response action or response costs that the United States or DTSC is seeking against
2 the Settling Defendants pursuant to the applicable reservation. Nothing in this
3 Consent Decree shall be construed as an admission of liability.

4 XII. EFFECT OF SETTLEMENT; CONTRIBUTION PROTECTION

5 32. Except as expressly provided in Paragraph 30, nothing in this Consent
6 Decree shall be construed to create any rights in, or grant any cause of action to,
7 any person not a Party to this Consent Decree. The preceding sentence shall not be
8 construed to waive or nullify any rights that any person not a signatory to this
9 Decree may have under applicable law. Except as provided in Paragraph 30, each
10 of the Parties expressly reserves any and all rights (including, but not limited to,
11 any right to contribution), defenses, claims, demands, and causes of action which
12 each Party may have with respect to any matter, transaction, or occurrence relating
13 in any way to the Site against any person not a Party hereto.

14 33. The Parties agree, and by entering this Consent Decree this Court
15 finds, that Settling Defendants are entitled, as of the effective date of this Consent
16 Decree, to protection from contribution actions or claims as provided by CERCLA
17 Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent
18 Decree. For purposes of this Paragraph, "matters addressed" shall mean (a) the
19 Work, (b) all response costs incurred prior to the entry of this Consent Decree by
20 the United States, DTSC, or any other person at or in connection with the BPOU
21 Area, and (c) all response costs related to the implementation or oversight of the
22 Work to be incurred after the entry of this Consent Decree by the United States,
23 DTSC, or any other person at or in connection with the BPOU Area. The "matters
24 addressed" in this Consent Decree do not include those response costs or response
25 actions as to which the United States or DTSC has reserved its rights under this
26 Consent Decree (except for claims for failure to comply with this Decree), in the
27 event that the United States or DTSC asserts rights against Settling Defendants
28 coming within the scope of such reservations.

34. The Parties agree, and by entering this Consent Decree this Court finds, that Settling Federal Agencies are entitled, as of the effective date of this Consent Decree, to protection from contribution actions or claims as provided by CERCLA Section 113(f)(2), 42 U.S.C. § 9613(f)(2), for "matters addressed" in this Consent Decree. For purposes of this Paragraph, "matters addressed" shall mean Response Costs and DTSC Response Costs.

35. Settling Defendants agree that with respect to any suit or claim for contribution brought by them for matters related to this Consent Decree, they will notify the United States and DTSC in writing no later than 60 days prior to the initiation of such suit or claim.

36. Settling Defendants also agree that with respect to any suit or claim for contribution brought against them for matters related to this Consent Decree, they will notify in writing the United States and DTSC within 10 days of service of the complaint on them. In addition, with respect to any such suit or claim, Settling Defendants shall notify the United States and DTSC within 10 days of service on them or receipt by them of any Motion for Summary Judgment and within 10 days of receipt by them of any order from a court setting a case for trial.

37. In any subsequent administrative or judicial proceeding initiated by the United States or DTSC for injunctive relief, recovery of response costs, or other relief relating to the Site, Settling Defendants shall not assert, and may not maintain, any defense or claim based upon the principles of waiver, res judicata, collateral estoppel, issue preclusion, claim-splitting, or other defenses based upon any contention that the claims raised by the United States or DTSC in the subsequent proceeding were or should have been brought in the instant case; provided, however, that nothing in this Paragraph affects the enforceability of the covenants not to sue set forth in Section VIII (Covenants by Plaintiffs).

XIII. ACCESS

38. If Settling Defendants own or control any property where access is

needed to implement response activities at the Site, then, commencing on the date of lodging of the Consent Decree, Settling Defendants shall provide the United States, the State of California, and their representatives, including EPA and its contractors, with access at all reasonable times to such property, for the purpose of conducting any response activity related to the Site, including, but not limited to, the following activities:

- a. Monitoring, investigation, removal, remedial or other activities at the Site;
- b. Verifying any data or information submitted to the United States or the State;
- c. Conducting investigations relating to contamination at or near the Site;
- d. Obtaining samples;
- e. Assessing the need for, planning, or implementing additional response actions at or near the Site;
- f. Inspecting and copying records, operating logs, contracts, or other documents maintained or generated by Settling Defendants or their agents, consistent with Section XIV (Access to Information); and
- g. Assessing Settling Defendants' compliance with this Consent Decree.

39. Notwithstanding any provision of this Consent Decree, the United States and the State of California retain all of their access authorities and rights, including enforcement authorities related thereto, under CERCLA, RCRA, and any other applicable statute or regulations.

XIV. ACCESS TO INFORMATION

40. Settling Defendants shall provide to EPA and DTSC, upon request, copies of all documents and information within their possession or control or that of their contractors or agents relating to activities at the Site or to the implementation of this Consent Decree, including, but not limited to, sampling, analysis, chain of custody records, manifests, trucking logs, receipts, reports, sample traffic routing, correspondence, or other documents or information related

1 to the Site.

2 41. Confidential Business Information and Privileged Documents.

3 a. Settling Defendants may assert business confidentiality claims covering
4 part or all of the documents or information submitted to Plaintiffs under this
5 Consent Decree to the extent permitted by and in accordance with Section
6 104(e)(7) of CERCLA, 42 U.S.C. § 9604(e)(7), and 40 C.F.R. § 2.203(b).
7 Documents or information determined to be confidential by EPA will be accorded
8 the protection specified in 40 C.F.R. Part 2, Subpart B. If no claim of
9 confidentiality accompanies documents or information when they are submitted to
10 EPA and DTSC, or if EPA has notified Settling Defendants that the documents or
11 information are not confidential under the standards of Section 104(e)(7) of
12 CERCLA, or 40 C.F.R. Part 2, Subpart B, the public may be given access to such
13 documents or information without further notice to Settling Defendants.

14 b. Settling Defendants may assert that certain documents, records, and other
15 information are privileged under the attorney-client privilege or any other privilege
16 recognized by federal law. If Settling Defendants assert such a privilege in lieu of
17 providing documents, they shall provide Plaintiffs with the following: (1) the title
18 of the document, record, or information; (2) the date of the document, record, or
19 information; (3) the name, title, affiliation (e.g., company or firm), and address of
20 the author of the document, record, or information; (4) the name and title of each
21 addressee and recipient; (5) a description of the subject of the document, record, or
22 information; and (6) the privilege asserted by Settling Defendants. However, no
23 document, report or other information created or generated pursuant to the
24 requirements of the Consent Decree shall be withheld on the grounds that it is
25 privileged.

26 42. No claim of confidentiality shall be made with respect to any data,
27 including, but not limited to, all sampling, analytical, monitoring, hydrogeologic,
28 scientific, chemical, or engineering data, or any other documents or information

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1 evidencing conditions at or around the Site.

2 **XV. RETENTION OF RECORDS; CERTIFICATION**

3 43. Until 10 years after the Settling Defendants' receipt of EPA's
4 notification, transmitted pursuant to Paragraph 47, of the issuance of EPA's
5 Certification of Completion of the Work, Settling Defendants shall preserve and
6 retain all records and documents now in their possession or control, or which come
7 into their possession or control, that relate in any manner to response actions taken
8 at the Site or liability of any person for response actions conducted and to be
9 conducted at the Site, regardless of any corporate retention policy to the contrary.

10 44. At the conclusion of this document retention period, Settling
11 Defendants shall notify the United States and DTSC at least 90 days prior to the
12 destruction of any such records or documents, and, upon request by the United
13 States or DTSC, Settling Defendants shall deliver any such records or documents to
14 EPA or DTSC. Settling Defendants may assert that certain documents, records and
15 other information are privileged under the attorney-client privilege or any other
16 privilege recognized by federal law. If Settling Defendants assert such a privilege,
17 they shall provide Plaintiffs with the following: (1) the title of the document,
18 record, or information; (2) the date of the document, record, or information; (3) the
19 name, title, affiliation (e.g., company or firm), and address of the author of the
20 document, record, or information; (4) the name and title of each addressee and
21 recipient; (5) a description of the subject of the document, record, or information;
22 and (6) the privilege asserted by Settling Defendants. However, no document,
23 report or other information created or generated pursuant to the requirements of the
24 Consent Decree shall be withheld on the grounds that it is privileged.

25 45. Settling Defendants hereby certify that, to the best of their knowledge
26 and belief, after thorough inquiry, they have:

27 a. not altered, mutilated, discarded, destroyed or otherwise disposed of
28 any records, documents or other information relating to their potential liability

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1 regarding the Site since notification of potential liability by the United States or
 2 DTSC or the filing of suit against them regarding the BPOU Area, and that they
 3 have fully complied with any and all EPA requests for information pursuant to
 4 Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e), 9622(e), and
 5 Section 3007 of RCRA, 42 U.S.C. § 6927; and

6 b. submitted to EPA Financial Information that fairly, accurately, and
 7 materially sets forth their financial circumstances, and that those circumstances
 8 have not materially changed between the time the Financial Information was
 9 submitted to EPA and the time Settling Defendants execute this Consent Decree.

10 46. The United States acknowledges that each Settling Federal Agency
 11 (1) is subject to all applicable Federal record retention laws, regulations, and
 12 policies; and (2) has fully complied with any and all EPA requests for information
 13 pursuant to Sections 104(e) and 122(e) of CERCLA, 42 U.S.C. §§ 9604(e) and
 14 9622(e), and Section 3007 of RCRA, 42 U.S.C. § 6927.

15 XVI. NOTICES AND SUBMISSIONS

16 47. Whenever, under the terms of this Consent Decree, written notice is
 17 required to be given or a report or other document is required to be sent by one
 18 Party to another, it shall be directed to the individuals at the addresses specified
 19 below, unless those individuals or their successors give notice of a change to the
 20 other Parties in writing. All notices and submissions shall be considered effective
 21 upon receipt, unless otherwise provided. Written notice as specified herein shall
 22 constitute complete satisfaction of any written notice requirement of the Consent
 23 Decree with respect to the United States, EPA, DTSC, the Settling Federal
 24 Agencies, and the Settling Defendants, respectively.

25 As to the United States:

26 Chief, Environmental Enforcement Section
 27 Environment and Natural Resources Division
 28 U.S. Department of Justice
 P.O. Box 7611, Ben Franklin Station
 Washington, D.C. 20044
 Re: DJ # 90-11-2-354/22

SCANNED

1 Robert D. Mullaney
Trial Attorney
2 Environmental Enforcement Section
U.S. Department of Justice
3 301 Howard Street, Suite 1050
San Francisco, CA 94105
4
5 Chief, Environmental Defense Section
Environment and Natural Resources Division
U.S. Department of Justice (DJ # 90-11-6-05554)
6 P.O. Box 23986
Washington, D.C. 20026-3986

7
8 Tara M. Bahn
Trial Attorney
Environmental Defense Section
9 Environment and Natural Resources Division
U.S. Department of Justice
10 P.O. Box 23986
Washington, D.C. 20026-3986

11 As to EPA:

12 Janet Magnuson, ORC-3
13 Assistant Regional Counsel
United States Environmental Protection Agency
14 75 Hawthorne Street
San Francisco, CA 94105

15 and

16 Wayne Praskins, SFD-7-3
17 EPA Project Coordinator
United States Environmental Protection Agency
18 75 Hawthorne Street
San Francisco, CA 94105

19 As to the Regional Financial Management Officer:

20 Joe Schmidt, PMD-5
21 United States Environmental Protection Agency
75 Hawthorne Street
22 San Francisco, CA 94105

23 As to DTSC:

24 Jacalyn Spizman
DTSC Project Coordinator
25 Department of Toxic Substances Control
5796 Corporate Avenue
26 Cypress, CA 90630

27 and

SCANNED

1 Ann Rushton
 2 Office of the Attorney General
 3 300 South Spring Street
 4 Los Angeles, CA 90013

4 As to Settling Defendants:

5 Azusa Pipe Tube and Bending Corp.
 6 P.O. Box 1321
 7 Azusa, CA 91702

7 Frederick G. Tressel
 8 720 West Camino Real
 9 Arcadia, CA 91007

9 Ronald F. Tressel
 10 1020 North Palm Drive
 11 Azusa, CA 91702

11 XVII. EFFECTIVE DATE

12 48. The effective date of this Consent Decree shall be the date upon which
 13 this Consent Decree is entered by the Court, except as otherwise provided herein.

14 XVIII. RETENTION OF JURISDICTION

15 49. This Court retains jurisdiction over this matter for the purpose of
 16 interpreting and enforcing the terms of this Consent Decree.

17 XIX. INTEGRATION/APPENDICES

18 50. This Consent Decree and its appendices constitute the final, complete
 19 and exclusive agreement and understanding among the Parties with respect to the
 20 settlement embodied in this Consent Decree. The Parties acknowledge that there
 21 are no representations, agreements, or understandings relating to the settlement
 22 other than those expressly contained in this Consent Decree. The following
 23 appendices are attached to and incorporated into this Consent Decree:

24 "Appendix A" is a map that generally depicts the BPOU Area;

25 "Appendix B" is a list of the financial documents submitted to EPA by
 26 Settling Defendants;

27 "Appendix C" is a copy of the ROD;

28 "Appendix D" is a copy of the ESD; and

1 "Appendix E" is the complete list of the Settling Federal Agencies.

2 XX. LODGING AND OPPORTUNITY FOR PUBLIC COMMENT

3 51. This Consent Decree shall be lodged with the Court for a period of
4 not less than thirty (30) days for public notice and comment. The United States
5 reserves the right to withdraw or withhold its consent if the comments regarding
6 the Consent Decree disclose facts or considerations which indicate that the Consent
7 Decree is inappropriate, improper, or inadequate. Settling Defendants consent to
8 the entry of this Consent Decree without further notice.

9 52. If for any reason the Court should decline to approve this Consent
10 Decree in the form presented, this agreement is voidable at the sole discretion of
11 any Party and the terms of the agreement may not be used as evidence in any
12 litigation between the Parties.

13 XXI. SIGNATORIES/SERVICE

14 53. Each undersigned representative of Settling Defendants to this
15 Consent Decree, the Assistant Attorney General for the Environment and Natural
16 Resources Division of the United States Department of Justice, or her delegate, and
17 the Deputy Attorney General of the California Department of Justice certifies that
18 he or she is fully authorized to enter into the terms and conditions of this Consent
19 Decree and to execute and legally bind such Party to this document.

20 54. Settling Defendants hereby agree not to oppose entry of this Consent
21 Decree by this Court or to challenge any provision of this Consent Decree unless
22 the United States has notified Settling Defendants in writing that it no longer
23 supports entry of the Consent Decree.

24 55. Settling Defendants shall identify, on the attached signature page, the
25 name, address and telephone number of an agent who is authorized to accept
26 service of process by mail on behalf of Settling Defendants with respect to all
27 matters arising under or relating to this Consent Decree. Settling Defendants
28 hereby agree to accept service in that manner and to waive the formal service

1 requirements set forth in Rule 4 of the Federal Rules of Civil Procedure and any
2 applicable local rules of this Court, including, but not limited to, service of a
3 summons. The Parties agree that Settling Defendants need not file an answer to the
4 amended complaint in this action unless or until the Court expressly declines to
5 enter this Consent Decree.

6 XXII. FINAL JUDGMENT

7 56. Upon approval and entry of this Consent Decree by the Court, this
8 Consent Decree shall constitute a final judgment between and among the United
9 States, DTSC, and the Settling Defendants. The Court finds that there is no just
10 reason for delay and therefore enters this judgment as a final judgment under Fed.
11 R. Civ. P. 54 and 58.

12
13
14 Dated: July 23, 2007

Christina A. Snyder

United States District Judge

SCANNED

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States, et al., v. Azusa Pipe and Tube Bending Corp., et al.,
3 relating to the BPOU Area.

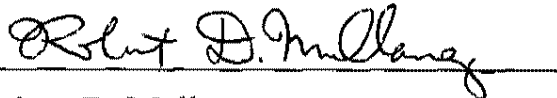
4 FOR THE UNITED STATES OF AMERICA

5 Dated: 15 June 2007



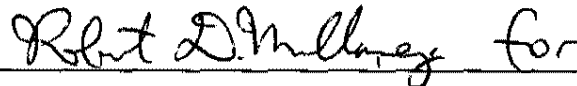
6 Ronald J. Tenpas
7 Acting Assistant Attorney General
8 Environment and Natural Resources
9 Division
10 U.S. Department of Justice
11 Washington, D.C. 20530

12 Dated: June 20, 2007



13 Robert D. Mullaney
14 Trial Attorney
15 Environmental Enforcement Section
16 Environment and Natural Resources
17 Division
18 U.S. Department of Justice
19 301 Howard Street, Suite 1050
20 San Francisco, California 94105

21 Dated: June 20, 2007



22 Tara M. Bahn
23 Trial Attorney
24 Environmental Defense Section
25 Environment and Natural Resources Division
26 U.S. Department of Justice
27 P.O. Box 23986
28 Washington, D.C. 20026-3986

SCANNED

1 FOR THE UNITED STATES OF AMERICA (Cont.)

2
3
4 Dated:

3/23/07

Keith Takata

5 Keith Takata
6 Director, Superfund Division
7 Region IX
8 U.S. Environmental Protection Agency
9 75 Hawthorne Street
10 San Francisco, CA 94105

11
12 Dated:

March 22, 2007

Janet Magnuson

13 Janet Magnuson
14 Assistant Regional Counsel
15 U.S. Environmental Protection Agency
16 Region IX
17 San Francisco, CA 94105
18
19
20
21
22
23
24
25
26
27
28

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the matter
2 of United States, et al., v. Azusa Pipe and Tube Bending Corp., et al., relating to the
3 BPOU Area.

4
5 FOR THE CALIFORNIA DEPARTMENT OF TOXIC SUBSTANCES
6 CONTROL

7
8 Dated: 5/28/07 

9 Thomas Cota, Chief
10 Southern California Cleanup Operations
11 Branch, Cypress Office
12 Department of Toxic Substances Control
13 5796 Corporate Avenue
14 Cypress, California 90630

15
16 Dated: 6-1-07 

17 Ann Rushton
18 Deputy Attorney General
19 California Department of Justice
20 300 South Spring Street
21 Los Angeles, California 90013
22
23
24
25
26
27
28

SCANNED

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States, et al., v. Azusa Pipe and Tube Bending Corp., et al.,
3 relating to the BPOU Area.

4
5 FOR AZUSA PIPE AND TUBE BENDING CORP.

6
7 Dated: Feb 21 2007 Ronald F. Tressel

8 RONALD F. TRESSEL
9 Secretary-Treasurer
10 Azusa Pipe and Tube Bending Corp.
11 P.O. Box 1321
12 Azusa, CA 91702

13
14 FOR RONALD F. TRESSEL

15
16 Dated: Feb 21, 2007 Ronald F. Tressel

17 RONALD F. TRESSEL

18 Agent Authorized to Accept Service on Behalf of Above-signed Parties:

19 Ronald F. Tressel
20 Secretary-Treasurer
21 Azusa Pipe and Tube Bending Corp.
22 1020 North Palm Drive
23 Azusa, CA 91702
24 Tel: (626) 969-2708
25
26
27
28

SCANNED

1 THE UNDERSIGNED PARTIES enter into this Consent Decree in the
2 matter of United States, et al., v. Azusa Pipe and Tube Bending Corp., et al.,
3 relating to the BPOU Area.

4 FOR FREDERICK G. TRESSEL

5 Dated: February 21, 2007 Frederick G. Tressel
6 FREDERICK G. TRESSEL

7
8 FOR FREDERICK G. TRESSEL AND VIOLET M. TRESSEL, in their
9 representative capacity as Trustees of the Tressel Family Trust

10
11 Dated: February 21, 2007 Frederick G. Tressel
12 FREDERICK G. TRESSEL

13 Agent Authorized to Accept Service on Behalf of Above-signed Parties:

14 Frederick G. Tressel
15 720 West Camino Real
16 Arcadia, CA 91007
17 Tel: (626) 254-8491
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21
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25
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UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA
OFFICE OF THE CLERK

SCAILED

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ATTACHMENT(S) TO THIS DOCUMENT
ARE AVAILABLE IN “THE RECORDS
SECTION” OF THE CLERK’S OFFICE.**